

**MEMORANDUM
of
UNDERSTANDING**

FISCAL YEARS 2006-2008

between

THE CITY OF BALTIMORE

and



**THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES**

AFL-CIO, COUNCIL 67 and LOCAL 2202

HUMAN SERVICE WORKERS

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THE CITY OF BALTIMORE

and

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 67**

and

LOCAL 2202

This Memorandum of Understanding entered into this 1st day of July, 2005 between the Mayor and City Council of Baltimore ("Employer" or "City") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council No. 67 and Local No. 2202 ("Union"). To the extent that implementation of these points requires action by the Board of Estimates ("Board") and/or the City Council, this Memorandum will serve a request and recommendation to such bodies that it be so implemented.

ARTICLE 1

DECLARATION OF PRINCIPLE, POLICIES & PURPOSE

It is the intent and purpose of the Union and the Employer to promote and improve the efficiency of the operations of the City of Baltimore. In order to render the most efficient public service to the citizens of the City, the Union and Employer agree that this goal can best be achieved through an orderly, constructive and harmonious relationship between them. The parties hereto are in further accord that effective employee relations in the public service requires a clear statement of the respective rights and obligations of labor and management and for this purpose enter into the following Memorandum of Understanding.

ARTICLE 2

RECOGNITION

A. Exclusive Agent

The Employer recognizes the Union as the exclusive negotiating representative of all eligible employees in units for whom the Union has been certified pursuant to the provisions of the Municipal Employee Relations Ordinance Article 12, Sections 1-9 of the Baltimore City Code.

B. Unit Information Provided

The Employer agrees to furnish the Union on a monthly basis a complete list of titles and rates of pay for all classes within the Union's jurisdiction. The list to be furnished shall include the name and work location of each person currently employed in the Union's bargaining unit. Should the Union request, the City shall, within twenty (20) days after the Union's request, furnish to the Union the home address for each person currently employed in the Union's bargaining unit.

C. Classification Change Notification

The Employer shall notify the Union of all changes in job classifications or class specifications. The Union, if it requests, shall have the opportunity to discuss such changes with the Employer. The Employer's notice of a change in job classification or class specification shall be given to the Union in writing and it shall include a reasonable description of the changes proposed, which description shall be delivered to the Union by mail, fax or e-mail, at least fourteen (14) days before the change is to take effect.

ARTICLE 3

CHECK OFF

A. All Employees covered by this Memorandum of Understanding (1) who were employed after July 1, 1976 and elect not to join or remain members of the Union or (2) who were employed prior to July 1, 1976 and had previously executed membership or dues authorization

cards as members of the Union, but elect to terminate such membership and/or revoke said dues authorization cards shall, as a condition of continued employment, following their probationary period, pay a service fee to the Union in an amount not to exceed the then current Union dues in order to defray the costs incurred by the Union in the negotiation, administration and implementation of the terms of the Memorandum of Understanding, and all modifications and amendments thereto, including, as authorized in Article 24 of this agreement, related proceedings before an impasse panel or arbitrators, the processing of grievances, the conduct of disciplinary proceedings and in the appeal thereof, the protection and improvement of Civil Service rights, and any and all other proceedings and matters for which the Union is the employees' exclusive representative as a result of its certification.

B. The Employer agrees to deduct Union dues and service fees from the pay of any employee who authorizes such deductions in writing pursuant to the provisions of the Municipal Employee Relations Ordinance. The Employer shall transmit all such monies withheld to the Union within seven (7) days of said deduction. The Employer agrees to supply the Union with a dues deduction computer print-out monthly. Said print-out shall include each individual's name, address, salary or wage, and the amount deducted per pay period. Said deductions and print-outs shall be provided without cost to the Union. Even if a probationary employee signs a dues check off authorization before the employee completes his/her probation as provided under the Municipal Employee Relations Ordinance, the City shall nonetheless begin to check off union dues, as authorized in the check off, within the next full pay period following the City's receipt of the check off authorization from the employee. The terms of this ¶B. shall not for any other purpose change or expand the definition of an employee.

C. P. E. O. P. L. E. Deductions The Employer agrees to deduct from the pay of each employee from whom it receives an authorization to do so the monthly amount authorized by the employee for the Public Employees Organized for Political Legislative Equality (P.E.O.P. L. E.). This voluntary authorization may be revoked at any time by notifying the Central Payroll Division in writing of the desire to do so. A list of the employees from whom the deductions have been made and the amount deducted from each and a list of the employees who had authorized such deductions shall be forwarded to the Union no later than thirty (30) days after such deductions were made.

The Union shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Employer for the purpose of complying with any of the provisions of this section; and the Union assumes full responsibility for the disposition of the funds deducted under this section as soon as they have been remitted by the City to the Union.

D. The City will provide up to 1 hour during orientation for a Union representative to meet with new employees. No less than once every six months, the City shall notify the Union, in writing by mail the times dates and places of all new employee orientation sessions. The City shall provide a confirmation notice of the place of each session one week before each scheduled session.

ARTICLE 4

DISCRIMINATION

A. Equal Application

The provisions of this Agreement shall be applied equally to all employees for whom the Union is the certified representative, without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability, or sexual orientation.

B. Rights Guaranteed

The Employer and the Union agree that they shall not interfere with employees in the exercise of their rights guaranteed under the Municipal Employee Relations Ordinance.

C. Americans with Disabilities Act (ADA)

The Americans with Disabilities Act (ADA) of 1990 makes it unlawful to discriminate in employment and employment practices against a qualified individual with a disability. In accordance with this provision of ADA, the parties acknowledge the Employer's duty to provide reasonable accommodations to a disabled individual and the Employer shall take all actions necessary to comply with the Act.

ARTICLE 5

MANAGEMENT RIGHTS

The Employer shall have all of the rights set forth in Article 1, Section 123, of the Baltimore City Code, supra, which is incorporated herein by reference.

ARTICLE 6

GRIEVANCE & ARBITRATION PROCEDURE

A. Grievance Defined

Subject to any limitations of existing law, any grievance, defined in the Municipal Employee Relations Ordinance (Section 1-1 [g]) as a dispute concerning the application or interpretation of the terms of this Agreement or a claimed violation, misinterpretation or misapplication of the rules or regulations of any municipal agency or the Employer affecting the terms and conditions of employment, may be settled in the following manner.

Step 1:

The Union Steward with the aggrieved employee shall discuss the grievance with the employee's immediate supervisor within ten (10) calendar days, and in no event more than thirty (30) days,

from the date of the events or conditions, or his knowledge thereof, which provide the basis for the grievance. The employee's immediate supervisor shall attempt to adjust the matter within ten (10) calendar days of the presentation of the grievance.

Step 2:

If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be taken to the employee's next higher supervisor on a form to be provided by the Employer and approved by the Union within five (5) calendar days following the completion of Step 1. The supervisor shall meet with and discuss the grievance with the Union Steward, the President of the Local Union or his designee and the aggrieved employee within five (5) calendar days of the written appeal. An answer to the grievance shall be submitted to the aggrieved employee and to the President of the Local Union in writing on the said form within five (5) calendar days.

Step 3:

If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be filed on said form with the Department Head within five (5) calendar days following the completion of Step 2. Within five (5) calendar days of such an appeal, the Department Head or management representative designated by him and the Labor Commissioner shall meet with the Union Steward, the President of the Local Union, a council representative and the aggrieved employee to discuss the grievance. The Labor Commissioner or his designee shall respond in writing on the said form within ten (10) calendar days thereafter.

Step 4:

If the grievance has not been satisfactorily resolved in Step 3, a review by an impartial arbitrator may be requested within ten (10) calendar days following the completion of Step 3, by filing a written notice with the Labor Commissioner.

(a) If the grievance has not been satisfactorily resolved within ten (10) days following the completion of Step 3, then either the Union or the Employer, but only the Union or the Employer, may request that the grievance be arbitrated before a neutral arbitrator selected for that purpose. A copy of the notice or demand for arbitration shall be delivered to the Office of the Labor Commissioner. Thereafter, either party may request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators who each are members of the National Academy of Arbitrators, FMCS Area No. 7. An arbitrator shall be chosen by alternately striking names from the list; the last name remaining being the arbitrator chosen. The decision of the arbitrator shall be final and binding on all parties to the arbitration.

(b) The arbitrator shall be without power to add to, subtract from, change or alter any provision of the Agreement, Board policy, or of applicable State or local law.

(c) The arbitrator shall confine himself to the precise question presented for arbitration and shall have no authority to determine any other question.

(d) The arbitrator may hear or decide more than one (1) grievance if jointly requested by the parties.

(e) The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Employer and the Union.

B. Time limits

Time limits under this Article may be changed by mutual agreement.

C. Untimely Responses

If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should the Employer not respond within the prescribed time, the grievance will proceed to the next step. A grievance must be timely advanced once it is answered by management. A grievance may be advanced to the next step at anytime after the time for an answer has expired, even though an answer has not been issued.

D. Cost of Arbitration

The cost of any arbitration proceedings under this Agreement shall be equally divided between the Employer and the Union.

E. Computing of Time Limits

In computing the time limits under this Article, the date of the preceding event shall be counted.

F. Discharge & Suspension Grievances

The procedures for processing any grievance arising out of any discharge, reduction in pay or position, or suspension for more than thirty (30) days shall be as prescribed in Article 22 hereof. No resolution of a grievance shall expand or otherwise amend the terms of this Agreement.

ARTICLE 7

UNION STEWARDS & UNION REPRESENTATION

A. Union Representation

The Employer recognizes and shall deal with the appropriate accredited Union Steward in areas to be defined by the parties and, where provided for in this Agreement, with the Union President and/or Council Representative in all grievances filed under this Agreement.

B. Steward Listing Provided

A written list of the Union Stewards and alternates shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Stewards.

C. Number of Stewards and Alternates

There shall be no more than one Union Steward and alternate in each area referred to in Section A of this Article.

D. Grievance Process & Investigation

After appropriate notice to his immediate supervisor, a Union Steward shall be granted reasonable time off during working hours when he is engaged in processing a grievance under Article 6 of this Agreement.

E. Local President – Union Business Leave

The President of the Union shall, when the need arises, be granted up to twenty (20) hours per week for the purpose of conducting Union business.

ARTICLE 8

SENIORITY

A. Application

The Employer and the Union recognize the principle of seniority as a factor in promotion, layoff, reemployment, transfer and other conditions of employment; and recognize the need of maintaining an efficient work force. The application of seniority under this Article shall prevail where the principle does not conflict with any provision of applicable law.

B. Layoffs

In the case of reduction-in-force or the elimination of a position:

- (a) Classification seniority within the division shall be given, provided the employee's productivity is satisfactory.
- (b) However, as to executive, administrative, technical or professional employees, the current Civil Service Rule #52 shall apply.
- (c) An employee who has been identified for layoff shall be able to displace a less senior employee in a lower classification in a job series within the same layoff unit, provided he is qualified and able to perform the duties of the job.

For the purpose of this Paragraph, seniority shall be defined as the total length of continuous service in the higher and lower classifications.

(d) An employee who displaces an employee in a lower classification in this manner shall be placed on the reemployment list established for the higher classification in accordance with Civil Service rules.

C. Entitlement Prior to Layoff

Before an employee's effective layoff date is scheduled, he (she) shall be entitled to (1) convert to cash his (her) accumulated vacation and personal leave or (2) continue his (her) employment status until all accumulated vacation and personal leave has been exhausted. In either event, sick leave for the then current sick leave year shall be converted at the time of employment termination to cash payment on a one (1) for four (4) basis as provided in Article 11 of this Memorandum.

D. Promotion by Seniority: Application

The Human Services Division and the Union shall work together to establish a process whereby the Human Services Division staff will be able to move into positions of Assistant I, II, III and IV on the basis of seniority as long as the senior eligible employee is capable of performing the duties in the higher classification.

E. Reduction-in-Force

In case of a reduction-in-force, an employee with twenty (20) years or more of continuous City service may volunteer to be laid-off. The employee must send a written request to the agency head asking that he be selected for lay-off. If the agency head approves the request, the employee must also meet the Employees' Retirement Systems (ERS) eligibility requirements.

F. Department of Personnel Mailing List

The Union, AFSCME, Local 2202, will be placed on the Department of Personnel's mailing list for classified service job announcements. The Union will encourage employees to notify the Department of their interest in other classified service positions for which they qualify. The agencies will continue to make good faith efforts to notify employees of the vacancies in classified service positions by posting Department of Personnel job announcements where notices to employees are customarily posted.

ARTICLE 9

HOLIDAYS

A. Holidays Listed

Leave with pay shall be granted for the following days referred to herein as holidays:

New Year's Day

Martin Luther King's Birthday (The observation shall coincide with the State of Maryland observation)

Lincoln's Birthday - February 12, 2006
(This holiday will not be observed in calendar year 2007)

Washington's Birthday

Good Friday

Memorial Day (The observation shall coincide with the State of Maryland observation)

Independence Day

Labor Day

Columbus Day (The observation shall coincide with the State of Maryland observation)

Veteran's Day (This holiday will be observed effective November 11, 2007)

Thanksgiving Day

Christmas Day

B. Congressional Election Day

U.S. Congressional Election Days, which occur on the Tuesday following the first Monday in November in even numbered years, shall also be observed as a holiday.

C. Voting Time

In the case of an election other than general or congressional, and upon request, the Employer shall allow employees who are eligible and registered to vote up to two (2) hours leave, if necessary, for the purpose of voting without loss of pay.

D. Holidays Falling on Weekends

If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday; if a holiday falls on a Sunday, the following Monday will be observed as the holiday. In the case of employees working on a schedule other than Monday through Friday, if one (1) of the listed holidays falls on one (1) of the employee's regular days off, he shall be granted another day off within the same pay period or not later than the following pay period, or be paid one day's pay. Management will consider employee requests for a substitute day off within the time frame specified above.

E. Holidays: Shift Workers

Whenever a holiday falls on a regular workday of a biweekly employee engaged in shiftwork, and the employee is required to work a second shift on that holiday, he shall be allowed holiday allowance plus time and one-half (1½) for all hours worked on the first shift and holiday allowance plus time and one-half (1½) for all hours worked on the second shift.

F. Holidays & Sick Leave

An employee scheduled to work on a holiday who calls in sick shall be charged for sick leave on that day. Failure to notify the supervisor of illness will result in no pay for that day.

G. Holiday Pay Eligibility

To be eligible for holiday pay, an employee must be in pay status at least one (1) day in the payroll period in which the holiday occurs.

H. Rates for Holidays Worked

Employees required to work on a holiday will be paid at the rate of one and one-half (1½) times their regular hourly rate of pay for each hour worked in addition to their holiday pay.

ARTICLE 10

VACATION LEAVE

A. Accrual

Vacation leave for employees covered by this Memorandum of Understanding is accrued in relationship to the length of continuous service with the Employer as follows.

1. Employees with less than six (6) years of service shall earn vacation leave of one (1) working day for each month of completed service, or a total of twelve (12) days per year.

2. Employees who have six (6) but less than eleven (11) years of completed service shall earn vacation leave of one and one-quarter ($1\frac{1}{4}$) working days for each month of completed service, or a total of fifteen (15) days per year.

3. Employees who have eleven (11) but less than fourteen (14) years of completed service shall earn vacation leave of one and one-half ($1\frac{1}{2}$) working days for each month of completed service, or a total of eighteen (18) days per year.

4. Employees who have fourteen (14) but less than nineteen (19) years of completed service shall earn vacation leave of one and three-quarters ($1\frac{3}{4}$) working days for each month of completed service, or a total of twenty-one (21) days per year.

5. Employees who have completed nineteen (19) or more years of continuous service shall earn vacation leave of two (2) working days for each month of completed service, or a total of twenty-four (24) days per year.

B. Vacation Requests

Vacation may be taken by employees entitled thereto subject to approval of their supervisor. Such approval shall not be unreasonably withheld. Requests for vacation shall be completed by the employee on the prescribed agency form and submitted to the supervisor at least one (1) week prior to the first day of leave, if the leave is to last one (1) week or more. Except in cases of emergency, leave request for amounts of time less than one (1) week are to be submitted at least one (1) full working day prior to the expected start of the leave. While every effort shall be made to meet the desire of employees requesting their periods of vacation leave, vacation schedules must conform to the requirements of operations and vacations must be taken as scheduled by the supervisor. Conflicting requests for vacation shall be resolved on the basis of seniority.

C. Vacation Pay

Pay for all vacation days will be based on the employee's regular rate of pay.

D. Vacation Accumulation

Employees may use only earned vacation leave. Employees shall be allowed to accumulate vacation leave up to the maximum number of days earnable for a four (4) year period as determined by their current rate of accrual.

E. Holidays Within Scheduled Vacation Periods

Any holiday as defined in this Memorandum which falls within an employee's scheduled vacation shall not be counted as a day of vacation leave.

F. Early Closings & Vacations

Employees on vacation leave on any day of early closing shall be charged the full vacation leave that they would have been charged if the early closing had not occurred.

G. Vacation Leave Units

An employee may use vacation leave in units of no less than one-tenth (1/10) of a day and in equal increments thereof.

H. Accrual While in Pay Status

Vacation leave shall accrue provided that the employee is in a pay status at any time during the payroll period in which his anniversary date occurs.

I. Prior Service Recognized

Prior service shall be recognized in computing vacation entitlement of employees who had permanent status at the time of layoff due to lack of work or lack of funds and who are subsequently reemployed.

J. Prior Service Recognition: Exception

Employees who are reemployed, except as defined in I, above, following a break in service of thirty (30) or more work days, shall be considered as new employees for the purpose of computing vacation allowance.

K. Vacation Carried on Transfers

Whenever employees transfer from one (1) permanent City position to another permanent City position without a break in service they shall be entitled to retain their vacation balance.

L. Vacation and Military Leave

Employees may, when granted leave of absence for military service, utilize their accrued vacation. If such vacation leave is not utilized, it shall be retained pending their return to City service.

M. Bonus Vacation Provision

In addition to accrued vacation, the legal heirs of employees who die shall be granted a bonus equivalent to the amount of vacation to which the employee would have been entitled for twelve (12) months of service; provided, however, that if within six (6) months immediately prior to the employee's date of death, the employee had been granted extended sick leave in excess of the bonus entitlement, bonus leave shall not be approved. Payment for vacation and bonus leave shall be made to those entitled by law to inherit from the deceased employees.

N. Vacation Leave Buy-out Upon Separation

Employees who are separated from City service, regardless of reason, shall be paid in full as of their date of separation for any accumulated vacation, personal leave, overtime or bonus pay, except in the case of bona fide indebtedness to the Employer. The cutoff ticket must contain, therefore, a record of all leave due the employee upon his separation.

O. Vacation Accrual: Part-time Permanent

Part-time permanent employees shall accrue vacation leave in accordance with the following schedule.

1. Part-time permanent employees with less than six (6) years completed continuous service shall be credited with one (1) day vacation leave when they have worked a total of one hundred sixty (160) hours.
2. Part-time permanent employees with six (6) but less than eleven (11) years of completed continuous service shall earn vacation leave of one and one-quarter ($1\frac{1}{4}$) working days for each one hundred sixty (160) hours worked.
3. Part-time permanent employees with eleven (11) but less than fourteen (14) years of completed continuous service shall earn vacation leave of one and one-half ($1\frac{1}{2}$) working days for each one hundred sixty (160) hours worked.
4. Part-time permanent employees with fourteen (14) but less than nineteen (19) years of completed continuous service shall earn vacation leave of one and three-quarters ($1\frac{3}{4}$) working days for each one hundred sixty (160) hours worked.
5. Part-time permanent employees with more than nineteen (19) or more years of continuous completed service shall earn vacation leave of two (2) working days for each one hundred sixty (160) hours worked.

In each instance, the vacation day shall be eight (8) hours.

P. Probationary Employees

Employees who have not previously served a probationary period shall earn vacation at the rate of one (1) day per month of completed service and shall be entitled to use their accumulation upon the completion of their probationary period of six (6) months. The probationary period shall not interfere with the employee's privilege of using sick leave or personal leave as it is accumulated; provided, however, that in the event a probationary employee's service is terminated, all accumulated leave shall be forfeited.

ARTICLE 11

SICK LEAVE

A. Sick Leave Pay

Sick leave with pay shall be received by employees who have accrued sick leave and who are required to be absent from duty because of personal sickness, injury or pre- or post-natal disability.

B. Accrual

Sick leave shall accrue at the rate of one (1) day for each month of completed service; provided that the employee is in pay status at any time during the payroll period in which his anniversary date occurs.

C. Unlimited Accumulation

There shall be no ceiling on accumulation of sick leave.

D. Sick Leave Conversion: Annual

Employees may convert to cash one (1) day of unused sick leave for each four (4) days of sick leave accrued during the sick leave year at their rate of pay at the time of conversion. The sick leave year begins on the day immediately following the last payroll period in November and extends through the last payroll period in November of the following year. All sick leave days not converted to cash shall be carried forward and retained as accrued sick leave. Payment for converted sick leave shall be made no later than December 24 each year.

E. Sick Leave Conversion: Upon Termination

Employees who resign or terminate employment after June 1 of any year shall be entitled to convert to cash one (1) day of unused sick leave for each four (4) days of sick leave accrued during the then current sick leave year.

F. Sick Leave Conversion: Retirement

In addition to their accrued vacation leave, employees who are pensioned or who elect to terminate their service without pension and have completed at least twenty (20) years of service, shall be entitled to a bonus of one (1) day's pay for each four (4) days of accumulated sick leave at the time of their retirement and/or termination from City service.

G. Withholding Sick Leave

Sick leave will not be granted where there is evidence of abuse of the sick leave principle through malingering or false application for such leave.

H. Sick Leave Units

An employee may use sick leave in units of no less than one-tenth (1/10) of a day and in equal increments thereof.

I. Notification to Supervisor

Employees shall notify their supervisor prior to the start of the employee's work shift on the first day of absence due to illness, and at such intervals as specified by the supervisor for the duration of such absence.

J. Verification of Use

All use of sick leave is subject to verification, including periodic examination by the Employer's physician.

K. Childbirth

Sick leave with pay shall be granted for pre- and post-natal disability to an employee who is disabled to such a degree that she is unable to provide service to the Employer. The Employer and the Union recognize that this disablement will occur, in most cases, during the period four (4) weeks before and six (6) weeks after delivery.

An employee who is temporarily absent from her position due to reasons described above and who remains on the payroll in either a "S" or "SX" status due to that continuing disability, and who is not on a leave of absence, shall be allowed to return to her respective position at the end of the disability.

L. Sick Leave & Holidays

Should a day designated herein as a holiday occur while an employee is on sick leave, that day shall be observed as a holiday and shall not be charged against sick leave.

M. Extended Sick Leave

An employee with at least three (3) years of City service and who is unable to return to work after all of his accrued sick leave, vacation leave and personal leave have been exhausted may request extended sick leave with pay. If the Department Head deems such an extension advisable, he may recommend it to the Department of Personnel. Such request must be accompanied by a medical certificate. No extension, however, may exceed one (1) day per month of completed service (or in the case of part-time permanent employees one (1) day for each one hundred sixty (160) hours worked). Upon return to work and after accumulating ten (10) sick leave days, an employee receiving this benefit must reimburse the City for one-half (½) of the extended sick leave days granted.

N. Part-time Permanent Employees

In the case of part-time permanent employees, sick leave shall accrue at the rate of one (1) day sick leave for each one hundred sixty (160) hours worked. A day of sick leave shall be equal to a regular full time workday of an employee covered by this Memorandum.

O. Family Leave

Employees may use up to five (5) days of their accumulated sick leave to care for an immediate family member who has a serious health condition, all as defined in the Family and Medical Leave Act of 1993 (the FMLA).

Approved Family Leave shall not be charged as an occasion under the City's Attendance Monitoring Program.

P. Appointments with Doctors and Dentists

An employee may utilize accumulated leave for appointments with doctors and dentists, which appointment could not be scheduled at other times. Sick leave used with prior supervisory approval for such appointments will not count as an "occasion" under the Attendance Monitoring Program. Such requests should be made as soon as possible prior to the date of the appointment, but not less than ten (10) working days prior to the appointment.

ARTICLE 12

OTHER LEAVE

A. Death Leave

Four (4) consecutive work days leave with pay shall be granted upon request in the event of a death in an employee's immediate family. The immediate family shall be considered as: father, mother, mother-in-law, father-in-law, grandparents, sister, brother, spouse, domestic partner (as defined in the Administrative Manual (AM) children, grandchildren, step and half-blood relatives. One (1) day's leave of absence will be authorized for the death of aunts and uncles. This one (1) day leave of absence must be taken within four (4) calendar days of the date of death or on the day of the funeral of the relative if the funeral occurs more than four (4) days after the date of death.

The four (4) days shall commence, at the option of the employee, on the day of death or the day following the day of death. In the event the deceased relative lived in the same household as the employee making the request, the deceased shall also be considered to have been a member of the immediate family.

Employees who require additional time off beyond these four (4) days may request and shall be granted additional reasonable time off charged to vacation or personal leave.

The Employer may ask for information to document a request for death leave due under this Article if there is a reasonable cause to believe that an employee who has requested the leave has abused the benefit or misrepresented his or her right to demand time off for the leave.

B. Job Injury Leave

1. Job injury leave shall be granted to any employee who sustains an injury, illness or disability in the course of and within the scope of City employment. Job injury leave is leave with full pay. During job injury leave all of an employee's rights, benefits and seniority shall continue to accrue. The workdays that an employee may draw as job injury leave do not have to be consecutive. An employee must begin job injury leave within eight months after the date of the accident, incident or occurrence that brought about the illness or disability for which an employee claims job injury leave.

2. When an employee sustains an occupational (on-the-job) injury in the actual performance of duty and is unable to work, he shall be granted full pay, not chargeable to any earned leave, for a period not to exceed six (6) months for each accident, provided that such lost time is certified to the Central Payroll Division by the Department of Personnel. However, no employee shall be entitled to receive Workers' Compensation benefits for temporary total disability during the time, or covering the period, that said employee is receiving his or her full salary for job injury leave as outlined above. When injuries which require absence beyond six (6) months occur, the following shall apply:

Under the provisions of the Workers' Compensation Law of Maryland, the employee shall receive Workers' Compensation in the amount fixed or determined by law. The difference is charged to sick leave to the extent available, including extensions at the rate of one-half (½) day sick leave charged for each full day of leave taken.

3. Special medical examinations of employees shall be requested only by the appointing agency except in situations where an evaluation is needed in connection with a pending job injury related claim or the employee is under the continuing care of the City's designated Occupational Health Care Provider.

4. In no event shall such paid job injury leave be extended under this paragraph B beyond the duration of sixteen (16) months from the date of the accident or occurrence that brought about the illness or disability for which an employee receives job injury leave. At the expiration of said period, the employee shall have the option of:

(a) remaining in pay status by using accumulated sick, vacation and personal leave days, after which the employee's employment including benefits shall cease or,

(b) filing an application for accident disability retirement.

5. Time lost due to job related injuries or accidents which disable an employee for a period in excess of the above mentioned sixteen months (16) shall be compensated for in accordance with the Workers' Compensation Law of Maryland.

C. Civil Defense Leave

Any employee who is an accredited volunteer of a Civil Defense Organization may be granted permission by the head of the department, bureau, or other municipal agency in which he is employed to participate in Civil Defense pre-emergency training programs and test exercises during working hours without loss of pay or vacation, subject to the following conditions:

1. A request for such permission shall be made in each instance in writing to the appropriate department, bureau or agency by the Civil Defense Director of Baltimore City.

2. The total amount of time for which permission may be granted to any employee for the purposes outlined shall not exceed forty (40) hours in any calendar year.

D. Military Training

All employees who are members of the organized militia or the Army, Navy, Air or Marine reserves shall be entitled to leave of absence from their respective duties, without loss of pay, time or reduction in efficiency rating, on all days during which they shall be engaged in field or coast defense or other training ordered or authorized under any law of the United States, during such time as they are on annual inactive duty training, for a period not to exceed fifteen (15) working days in any calendar year; provided, however, if any members of the organized militia are ordered to active duty in the event of an emergency, they shall be entitled to leave of absence without loss of pay, time or efficiency rating for such time while actually serving under such active duty orders, in addition to the fifteen (15) working day period specified above.

E. Jury Service

An employee who is required to perform jury service in any court (City, Federal or County) shall be paid his regular salary. Employees shall notify their supervisor immediately by memorandum attaching a copy of their summons. An employee who reports for jury duty and is dismissed, shall report to work for the remainder of the working day. The City will no longer deduct from wages the funds paid by the jurisdiction for jury service.

F. Leave Without Pay

1. Upon application in writing any employee may be granted a leave of absence without pay, not to exceed one (1) year, for the reason of personal illness, illness in the immediate family or disability. Extensions of leaves of this nature shall be mutually agreed upon by the Employer and the Union.

2. Any employee elected or appointed as President, Vice President or Council Representative of the Union shall be granted a leave of absence without pay for the term of the election or appointment to his office or any extension thereof.

3. Education Leave. After completing one (1) year of continuous service, any employee, upon request and upon the approval of the appointing officer and the Department of Personnel, shall be granted a leave of absence without pay for education purposes. The period of the leave of absence shall not exceed nine (9) months, but may be extended or renewed upon the request of the employee and with the concurrence of the appointing officer and the Department of Personnel.

Leaves of absence for educational purposes shall not be granted more than once every three (3) years.

The Employer and the Union agree to cooperate in the development of job training upgrading, apprenticeship and career ladder programs.

4. Prior creditable City service shall not be forfeited if an employee is granted a leave of absence without pay. An employee on a leave of absence without pay for more than thirty (30) calendar days shall not lose any accrued leave or seniority while on such leave of absence.

In the event a leave of absence without pay exceeds thirty (30) calendar days, the employee's seniority and increment dates will be delayed one (1) day for each day of the leave of absence, except for any employee who is on leave of absence without pay for military service.

G. Union Conventions

The Employer shall grant leave without loss of pay to employees officially designated as delegates to regularly scheduled Union conventions and conferences; provided, that during any one (1) calendar year, not more than fifteen (15) such employees shall be granted such leave and no employee shall be granted such leave more than once.

H. Personal Leave

Permanent employees are entitled to three (3) personal leave days per year. Three (3) personal leave days shall be accrued at the rate of one-fourth ($\frac{1}{4}$) day for each month of completed service. At no time may an employee accumulate more than eight (8) days personal leave.

Personal leave shall not be denied unless it materially interferes with the performance of the agency's functions; provided, however, the employee requests such leave with at least three (3) working days notice. In bona fide emergency situations, the three (3) days notice may be waived.

Request for personal leave for religious holidays shall not be denied.

Employees will be paid for unused personal leave when separated from City Service.

I. Leave Usage

An employee may use vacation leave, personal leave, and sick leave in units of no less than one tenth ($\frac{1}{10}$) of a day and in equal increments thereof.

J. Graduation Leave

Effective July 1, 1999 employees shall receive a one-day leave of absence with pay to attend his own graduation from an accredited college or university, or a ceremony to receive a GED certificate, if scheduled during the employee's regularly scheduled workday.

Effective July 1, 1999, employees shall receive one-day leave of absence with pay to attend graduation exercises of a spouse, child or authorized dependent, as certified on the employee benefits file or legal documentation, from senior high school or an accredited college or university provided that the graduation exercises are scheduled during the employee's regularly scheduled workday. All request for graduation leave must be submitted at least four weeks in advance. Documentation of the graduation exercise must be submitted with the leave request.

ARTICLE 13

HOURS OF WORK

A. Consecutive Daily Hours

The regular hours of work each day shall be consecutive except for interruption for lunch periods.

B. Work Week

The work week shall consist of five (5) consecutive work days, except for employees in continuous operations.

C. Work Day

A maximum of eight (8) consecutive hours, including a paid forty (40) minute lunch period, shall constitute a work day. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

D. Work Schedules Posted

Work schedules showing the employees' shifts, work days and hours shall be posted on each department bulletin board at all times.

E. Lunch Period

All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

F. Work Outside Regular Shift

Employees called into work outside of their regular shift shall receive pay for a minimum of four (4) hours at the rate of time and one-half (1½) their regular pay. Any employee called to or required to work prior to or after his regular shift, but annexed consecutively to one end or another thereof, shall be paid at the rate of one and one-half (1½) times his regular rate of pay only for the time so worked, but in no event less than one (1) hour, and the aforesaid four (4) hour minimum provision shall not apply. The employee shall then be paid for the balance of his regular work shift at the appropriate rate. Nothing herein shall be construed to mean compounding of overtime.

G. Night and Shift Differentials

Employees regularly assigned to night or shift work shall be paid (35) cents per hour above the established rates for each hour worked on shifts which commence between the hours of 2:00 p.m. and 5:00 a.m. When applicable, night differential shall be paid at the appropriate overtime rate. Shift differential will become part of an employee's base pay for paid leave purposes after he has been assigned to an eligible shift for thirty (30) consecutive days.

H. Limitation on Consecutive Work Hours

Shift and other employees shall not be required to work more than sixteen (16) consecutive hours without an eight (8) hour break except in the case of an emergency endangering life, health and safety. If an employee is required to work for more than sixteen (16) consecutive hours under such an emergency situation, that period shall not exceed twenty-four (24) consecutive hours.

ARTICLE 14

OVERTIME

A. Overtime Defined

All hours worked in excess of the regularly scheduled work day or in excess of the regularly scheduled work week shall be considered overtime and paid for at the rate of 1½ times the normal straight time rate of pay.

B. Paid Leave Considered Time Worked

All paid leave shall be considered time worked in the computation of overtime.

C. Overtime Equalization

Overtime work shall be offered equally to employees working within the same job classification in each work area. The offering of overtime shall be equalized over each six-month period beginning on the first day of the calendar month following the effective date of this Memorandum, or on the first day of any calendar month this Memorandum becomes effective. Insofar as practical on each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work.

D. Overtime Voluntary

Overtime work shall be voluntary except in the event of an emergency. There shall be no discipline against any employee who declines to work overtime, except in the event of an emergency. A record shall be kept for each employee and posted, showing the number of hours of overtime he was offered but refused to work. These hours shall be counted toward overtime offered as per paragraph C above. If an employee fails to report for an overtime shift for which the employee has volunteered, no discipline shall be implemented if the employee has a documented illness or injury, or the employee is excused from an assignment of voluntary overtime at least twenty-four (24) hours before the start of the scheduled shift.

E. Seventh Consecutive Day of Work

The overtime rate of pay for all hours worked on the seventh consecutive day worked in a regular work week shall be at the rate of two (2) times the normal straight time rate of pay.

Where in the normal operation of a department, work is regularly scheduled on Saturdays and/or Sundays, no more than ten (10) days of work shall be scheduled for any employee in each fourteen (14) day period. An employee working this type of schedule shall be paid one and one-

half (1½) times his hourly rate for all hours worked in excess of ten (10) regularly scheduled days during said fourteen (14)-day period, except that for all hours worked in excess of twelve (12) days during said fourteen (14)-day period the employee shall be paid two (2) times his hourly rate.

F. Rearranged Work Schedules: Disallowed

The Employer shall not vary or rearrange work schedules to avoid the payment of overtime.

G. Two or More Different Types of Work

When an employee in a single work week works at two (2) or more different types of work for which different straight-time rates have been established, the employee will receive paid overtime for the type of work that is performed during the overtime hours at the higher rate for all hours over forty (40) in a work week.

ARTICLE 15

SAFETY AND HEALTH

A. The City shall provide to all members of the Union's bargaining unit a safe and healthful work place. The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that his work requires him to be in unsafe or unhealthy situations, the matter shall be considered immediately by the Employer. If the matter is not adjusted satisfactorily, it may become the subject of a grievance and will be processed according to the grievance procedure. If an employee feels that a piece of motor vehicle equipment he must operate is unsafe, he shall immediately report it to his supervisor who shall make an immediate inspection. No employee shall be required to operate an unsafe piece of motor vehicle equipment.

B. A Joint Labor/Management Committee shall be established to review safety standards, accident related causes and other safety matters to promote employee safety.

C. In addition, a Joint Labor/Management Safety Committee shall be established with equal Union and City representatives to discuss safety and health issues as they relate to AFSCME Local 2202 employees.

D. To enable the City to safeguard the safety, health and well being of all bargaining unit employees, the City shall, within thirty (30) days after the demand of either the Joint Committee or the Union, furnish to the Joint Committee, or to the Union, or to both, either (i) copies any work site inspections or statements of clinical findings which may concern the work or place(s) of employment of members of the Union's bargaining unit; or (ii) any information that is within the City's possession, custody or control about specific pathogens, contagions, environmental hazards, toxic chemicals, health or accident risks that are under active study by the Joint Committee under this Article 15.

E. 1. When an employee is directed by the City to report to the City of Baltimore Occupational Medical Services (Mercy Clinic), the City shall require the Mercy Clinic to correctly disclose the scope and terms of its professional engagement to the employee.

2. No employee shall be required, as a condition of employment, to authorize the Mercy Clinic to assume the capacity of that employee's treating physician or treating medical care provider.

3. No employee shall be required to consent to a medical procedure or test that is inconsistent with generally accepted medical principles, or which, otherwise, is not medically indicated.

4. The City shall, at all times, honor and require the Mercy Clinic to honor its employees' confidentiality and privacy right with regard to medical information and care.

ARTICLE 16

BULLETIN BOARDS

The Employer agrees to provide reasonable bulletin board space labeled with the Union's name, where notices of official Union matters may be posted by the Union.

ARTICLE 17

HEALTH & WELFARE

A. Existing Coverage

The existing health and welfare benefits, including co-pays, shall remain in effect through December 31, 2005.

B. Changes in Coverage

1. Effective January 1, 2006, employees who are enrolled shall pay 20% of the premium for the CareFirst Blue Cross Blue Shield PPN health insurance plan through June 30, 2008, the duration of this Memorandum of Understanding. Any employees who remain enrolled in the Blue Cross Blue Shield traditional indemnity plan also shall pay 20% of the premium.

2. The terms of the CareFirst Blue Cross Blue Shield PPN plan, which are described in Addendum A to this Memorandum of Understanding, and in the Blue Cross Blue Shield traditional plan are to remain in effect and unchanged throughout the term of this Agreement, and in addition, through December 31, 2008.

different

than those under an HMO that is to be eliminated, the City shall provide the Union with 60 days notice before such change is implemented.

C. It is agreed that part-time employees covered by this Article must consistently work an average of 50% of a regularly scheduled work week to be eligible for the benefits in A and B, above.

D. Death Benefit

In the event of ordinary death, the Employer will provide a lump sum death benefit equal to the greater of \$15,000 or the employee's annual salary.

In the event of accidental death, the employee shall receive the greater of \$15,000 or the employee's annual salary, in addition to any pension received under the Employees' Retirement System.

Dismemberment benefits shall be as follows:

1. For the loss of a hand, foot, or the sight of an eye, the benefit will be one-half (1/2) the amount specified above.
2. For a double dismemberment, the benefit will be equal to the amount specified above. Double dismemberment shall be defined as:
 - (i) Both hands or both feet
 - (ii) One hand and one foot
 - (iii) One hand and the sight of one eye
 - (iv) One foot and the sight of one eye
 - (v) Sight of both eyes

In the event of accidental death, the benefit payable shall be double the amount specified above.

The death benefit, as stated above, may be paid in advance to employees who are catastrophically ill. An employee who is catastrophically ill is characterized by the following: (1) he is totally disabled and therefore cannot work for the City or any other Employer in an active or limited capacity, (2) his medical prognosis shall state that the disabling illness which arose either suddenly or gradually is likely to cause the death of the affected employee within a two (2) year period, (3) the affected employee must apply for an ordinary disability retirement allowance or a service retirement allowance, if over age 60, to be eligible for the catastrophic illness payment.

The claim must be filed within six (6) months after the claimant has become incapacitated or disabled and is unable to return to work.

The Department of Human Resources shall be charged with administering the catastrophic illness benefit and determining the eligibility of the claimant for said benefit. Upon request, Local 2202 or the employee shall furnish the Department of Human Resources with any and all data and documentation pertaining to each claim. The Department of Human Resources may order examination of the claimant by a physician of its choice. No benefits may be paid for injuries or disabilities for which compensation is payable under (1) Workers' Compensation laws or (2) accidental disability provisions of the Employees' Retirement System. If the decision of the Department of Human Resources is unsatisfactory to Local 2202, an appeal may be made to the Catastrophic Illness Appeals Board. Said Board shall be comprised of three (3) members; one member chosen by the City, one member chosen by Local 2202, and a third member chosen by both parties to serve as impartial chairman of the Board. The impartial chairman must possess a M.D. degree. In its deliberations, the Board shall be furnished any and all data and documentation pertinent to the appeal by both parties. The Board may order examination of the appellant by a physician of its choice.

If the claimant should expire after it has been determined that his illness is catastrophic and before the catastrophic illness benefit is paid, the payment shall be made to the named beneficiary or guardian upon receipt of a valid death certificate showing that the illness which was previously determined as catastrophic contributed to or was directly responsible for the death.

Beneficiary

The beneficiary of these benefits will be one of the following:

- (a) The beneficiary designated by the employee to receive retirement system benefits; or
- (b) A specifically designated beneficiary of the above benefits, in lieu of the beneficiary designated in (a) above.

If the employee so designates a beneficiary, he shall have the right to change the beneficiary at any time. The beneficiary change shall become effective on the date acknowledged by Employer.

~~E.~~ F. Premium Payment -Extended Sick Leave

The Employer shall continue to pay its share of Health and Welfare premiums for employees on extended sick leave; provided the employee continues to pay his or her share, if any.

F. G. Premium Payment -- Leave Without Pay

In the event an employee is on leave without pay for personal illness, the Employer shall continue to pay its share of the cost of his Blue Cross/Blue Shield or HMO coverage for a period not to exceed thirty (30) days; provided the affected employee continues to assume his appropriate contribution for said coverage.

An employee's coverage under this provision shall terminate upon separation, except that the employees represented by AFSCME shall be covered by a reduced death benefit of \$1,500 if they retire from City employment.

G. H. Joint Labor/Management Health Benefits Committee

A Joint Labor/Management Health Insurance Committee shall be established to review the City's present health insurance plans, benefits and costs for Plan Year 2006. The Employer shall consult with the Committee prior to implementing any changes in health care benefits. The Joint Committee shall be made up of an equal number of AFSCME and Management representatives.

H. I. Waiver of Health Insurance Coverage

Effective January 1, 2002, the Employer shall remit an annual payment of \$2500 to be paid bi-weekly to each employee who, with satisfactory proof of alternative Health Insurance coverage received in another plan, elects not to take any coverage under a City Health Care Plan. The waiver of coverage applies to medical, dental, vision, and prescription drug programs. Health care coverage cannot be provided by a spouse/domestic partner who receives City benefits. If, after waiving coverage under any City Health Care Plan, the employee loses coverage due to the death of a spouse or other person who is a source of coverage, divorce or loss of employment (or such other qualifying event as determined by the Employee Benefits Division), the employee may enroll in a City Health Care Plan and consequently relinquish the waiver payment. An employee must notify the City's Employee Benefits Division within 30 days after a qualifying event occurs in order to enroll in a City Health Care Plan. The Employer shall apportion the payment should an employee either enter or leave a City Health Care Plan within a calendar year.

I. J. Prescription Drug and Vision Care for Eligible Unmarried Dependents

Effective January 1, 1998, eligible unmarried dependents who are full-time students shall be covered by Baltimore City's General Prescription Drug and Vision Care Programs until the end of the calendar year the dependents reach age 23 or until the end of the year they cease being full-time students, whichever occurs first, provided that the parent has not waived coverage under paragraph G above. Verification of enrollment must be provided in accordance with the rules and regulations of the Employee Benefits Division.

ARTICLE 18

RATES OF PAY

A. Salary

1. Effective July 1, 2005, all regular full and part-time employees shall receive a 3% across the board wage increase.
2. Effective January 1, 2006, all regular full and part-time employees shall receive a 1% across the board wage increase.
3. Effective July 1, 2006, all regular full and part-time employees shall receive a 3% across the board wage increase.
4. Effective January 1, 2007, all regular full and part-time employees shall receive a 1% across the board wage increase.
5. Effective July 1, 2007, all regular full and part-time employees shall receive a 3% across the board wage increase.
6. Effective January 1, 2008, all regular full and part-time employees shall receive a 1% across the board wage increase.
7. All across the board increases shall be adjustments to base. Whenever the term "adjustment to base" is used in this Memorandum of Understanding, the amounts involved shall be deemed components of an employee's total annual salary, to compute bi-weekly, hourly, daily and overtime pay, and, as well to compute longevity and pension.
8. Wage and salary scales for the Grades within the bargaining unit are appended to this Memorandum of Understanding as Addendum B. All employees shall be paid based on the wage and salary scales in Addendum B.

ARTICLE 19

VISITATION

An officer or accredited representative of the Union shall, upon reasonable request by the Union, be admitted to the property of the Employer during working hours for the purpose of discussing or assisting in the adjustment of grievances under Article 6 of this Agreement, provided that he does not interfere with the performance of duties. Each Union representative wishing to be admitted to the property of the Employer for this purpose shall notify the appropriate management representative in advance. The Employer agrees that during working hours, on the Employer's premises and without loss of pay, designated Union representatives shall be allowed to:

1. Post official Union notices as defined above.
2. Transmit communications, authorized by the local Union or its officers, to the Employer or its representative.

ARTICLE 20

TRAVEL ALLOWANCE

The travel allowance shall be the business standard mileage rate as prescribed by the Internal Revenue Service (IRS).

ARTICLE 21

DISCIPLINE & DISCHARGE

A. Discipline

Disciplinary action may be imposed upon an employee only for just cause. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

B. The City must impose a disciplinary action no later than thirty (30) days after the agency acquires knowledge of the misconduct for which the disciplinary action is imposed; except in those cases where criminal conduct may be involved, or with offenses related to violations of civil statutes, including those governing anti-discrimination and sexual harassment, and in those cases the City must impose a disciplinary action no later than thirty (30) days after its investigation is completed. In any event, the City's investigation of and disposition on an alleged infraction shall occur with reasonable dispatch.

C. Discharge, Reduction in Pay or Position, or Suspension for More than Thirty (30) Days.

The City shall not, except for such cause as may interfere with the efficient discharge of the employee's duties, discharge any employee who has completed his probationary period; nor shall the Employer reduce in pay or position or suspend any such employee without cause. The employee and the Union will be promptly notified in writing giving specific reasons for discharge, reduction in pay or position, or suspension for more than thirty (30) days.

1. In the event of a discharge, reduction in pay or position, or suspension for more than thirty (30) days, the management representatives responsible for initiating such action shall, if requested, meet with the affected employee and his Union representative within five (5) calendar days from the date of the discharge.

2. In the event an employee, who has completed his probationary period is discharged, reduced, or suspended for more than thirty (30) days, such employee and/or his Union representative may request an investigation by the Civil Service Commission. The Civil Service Commission shall, as part of its investigation, refer such request to its Hearing Officer.

The Hearing Officer shall conduct a fair and impartial hearing no later than fifteen (15) days from the receipt of such request.

The Hearing Officer, at the conclusion of such hearing, shall make findings of fact and recommendations which shall be forwarded to the Civil Service Commission for its determination, within fifteen (15) days after the hearing. The Commission shall take action on such recommendation within fifteen (15) days thereafter. Copies of the Hearing Officer's findings and recommendation shall be sent to the aggrieved employee, the Union representative and the Department Head. Said hearings shall be recorded and the records retained for thirty (30) days. In the event an employee is reinstated and the Civil Service Commission recommends back pay, the Employer shall comply with such back pay recommendation.

In the event that the Baltimore City Charter is amended and a new Department of Human Resources is created, the Employer agrees to meet and confer with the Union to discuss and recommend changes in City policies regarding discipline, leave and promotion, as allowed by the Charter, as amended, or by other applicable law.

At such time as these recommended changes are agreed upon by the Employer and the Union, this Memorandum shall be amended to reflect said changes.

ARTICLE 22

NO STRIKE OR LOCKOUT

A. No Strike or Lockout

The Union and its members, individually and collectively, agree that during the term of this Memorandum of Understanding, there shall be no strikes, slow-ups, stoppage of work, and the Employer agrees that there shall be no lockout.

B. Unauthorized Job Action

In the event of an unauthorized strike, slow-up, or stoppage, the Employer agrees that there will be no liability on the part of the Union; provided the Union promptly and publicly disavows such unauthorized strike, orders the employees to return to work and attempts to bring about a prompt resumption of normal operations, and provided further that the Union notifies the Employer, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

C. Disciplinary Action

In the event that such action by the Union has not effected resumption of normal work practices, the City shall have the right to discipline, by way of discharge or otherwise, any member of the Union who participates in such strike, slow-up or stoppage, and no such disciplinary action shall be subject to the grievance procedure provided for in this Memorandum of Understanding.

ARTICLE 23

TEMPORARY EMPLOYEES

No employee shall be required to remain in temporary employee status for a period exceeding six (6) months.

ARTICLE 24

UNION SECURITY

All employees covered by this Memorandum of Understanding (1) who are employed after the effective date of this Memorandum of Understanding, and elect not to join or remain members of the Union or (2) who were employed prior to the effective date of this Memorandum of Understanding and had previously executed membership or dues authorization cards as members of said Union, but hereafter elect to terminate such membership and/or revoke said dues authorization cards, shall, as a condition of continued employment, following their established probationary period, pay a service fee to the Union in an amount not to exceed the then current Union dues in order to defray the costs incurred by the said Union in the negotiation, administration and implementation of the terms of the Memorandum of Understanding, and all modifications and amendments thereto, including related proceedings before an Impasse Panel or arbitrators; in the processing of grievances; in the conduct of disciplinary proceedings and in the appeal thereof; in the protection and improvement of Civil Service rights; and in any and all other proceedings and matters for which the Union is the employee exclusive representative as a result of its certification.

Representation Fee

Provided the Union complies with the provisions of this Article, the following shall apply to members of the bargaining unit, except those exempted pursuant to Article 1, Section 130 of the Baltimore City Code 1983 Replacement Volume, as amended:

A. Implementation of Representation Fee

Should the Union desire to implement the collection of a representation fee as permitted under the Municipal Employee Relations Ordinance, the Union must first follow the rules announced for such procedure by the Supreme Court in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986). The Union agrees to develop an appropriate procedure for protecting the constitutional rights of all agency fee payers, which procedure shall include the right of any employee who is required to pay the fee to object or dissent from the fee, and to obtain a reasonably prompt decision from a neutral arbitrator on the issues in dispute. Once appropriately implemented by the Union, all employees who are covered by this Agreement but who are not members of the Union or who were once members of the Union but withdraw from Union membership shall (as a condition of employment) pay to the Union each month their fair share of the cost of services rendered by the Union that are chargeable as a representation fee. The determination of the fee, collection, escrow, disputes, and other procedures relating to the representation fee shall be governed exclusively by the terms and conditions that are described in rules adopted for the

purpose by the Union, which rules shall comply with Chicago Teachers Union v. Hudson, *supra*, and similar case authorities.

B. Amount and Purpose of Representation Fee

The Union will determine its calculation of the representation fee based on a percentage of its regular expenses and budget; said percentage to represent the cost of all services performed by the Union under the Municipal Employee Relations Ordinance and other local and state laws.

C. Notice to Employees

The Union, using the City's internal mail system, shall once yearly send a written notice to each employee in the unit who is required to pay such a fee of the amount of the fee and how it has been determined. Alternatively, should the City not wish to make its internal mail system available to the Union for that purpose, the Employer shall release or make available to the Union mailing labels with the last known home address of each non-member (or fee payer) to enable the Union to distribute its notice to those persons who must receive it.

D. Collection of Fee

The Employer, as a condition of employment, and subject to Article 1, Section 130 of the Baltimore City Code, *supra*, shall withhold from the bi-weekly salary of each employee who is not a member of the Union the representation fee as calculated on a bi-weekly basis.

E. Indemnity

The Union shall indemnify and save the City of Baltimore harmless and shall at the Union's expense (with counsel of the Union's choice) provide a defense of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Board or City of Baltimore for the purpose of complying with any of the provisions of this Section, and the Union, subject to the conditions outlined in this Agreement, assumes full responsibility for the disposition of the funds deducted under this Section as soon as they have been remitted by the Employer to the Union.

ARTICLE 25 LONGEVITY

All employees covered by this Memorandum of Understanding shall receive the following longevity increments, as a percentage of the maximum step of the grade, or, in the event they are on a flat salary, then as a percentage of their annual salary:

10 years of continuous City Service - 2½%

15 years of continuous City Service - 2½%

20 years of continuous City Service - 2½%

25 years of continuous City Service - 2½%

30 years of continuous City Service - 2½%

Effective January 1, 2007, all employees who are covered by this Memorandum of Understanding shall receive the following longevity increments, as an adjustments to base, as a percentage of the maximum step of the grade, or, in the event that any employee is on a flat salary or hourly wage, then as a percentage of an employee's salary or wages.

10 years of continuous City Service – 3%

15 years of continuous City Service – an additional 3%

20 years of continuous City Service – an additional 3%

25 years of continuous City Service – an additional 3%

30 years of continuous City Service – an additional 3%

ARTICLE 26

PENSION & RELATED BENEFITS

A. Annuity Savings Certificate

Each employee who is a member of the Employees' Retirement System shall receive an Annuity Savings Certificate on a semi-annual and timely basis as of January 1 and July 1 of each year. This certificate shall include the following information:

- (1) Total annuity accumulation;
- (2) Employee annuity contribution and the amount that contribution is drawing;
- (3) Explanation on interest accrual;
- (4) Current year service credits; and
- (5) Probable maximum retirement allowance.

B. Employee Pension Counseling Service

The Employer shall train the Union Chief Stewards in the counseling of prospective retirees so that they may assist such prospective retirees in the selection of retirement allowance options.

ARTICLE 27

EMPLOYEE ASSISTANCE SERVICE

The Employer shall continue to maintain an Employee Assistance Program. It shall be the policy of the Program to assist, in a strictly confidential manner, employees who seek assistance for alcoholism, drug abuse, family problems, psychological or other medical problems. This policy recognizes that these are treatable conditions and it is the employee's responsibility to seek professional assistance for them. Employees with such problems are encouraged to contact the Employee Assistance Program for assistance by telephone or personal visit.

Any contact with the Employee Assistance Counselor will be strictly confidential. The Employee Assistance Counselor shall make an evaluation of the employee's problem and recommend remedies which may include referral to an appropriate treatment agency. It is the employee's responsibility to follow the recommendations of the Employee Assistance Program.

ARTICLE 28

TRAINING PROGRAM

The Employer shall lend its full cooperation to Union training programs, both in the implementation of said programs and in placing those employees who have completed the programs. The Employer shall lend its full cooperation to all staff, allowing at least two days per year for workshops and/or training for the purpose of obtaining updated information and/or changes from both public and private Human Services providers.

ARTICLE 29

OUT-OF-TITLE WORK

Exempt, Competitive, and Non-Competitive Classes

- A. 1. An employee who works out of title shall be accorded the wages and benefits that are commensurate with the position or capacity in which they work however long the employee works acting out of title.
2. An employee shall not be required to work out of title for a period of more than one hundred and twenty (120) calendar days.
3. The City shall not place and replace employees to act out of title to extend the period of acting out of title to cover a specific position for a total of more than one hundred and eighty (180) calendar days.
4. Effective July 1, 2005, the City shall post and fill, or it shall abolish, any position that remains permanently vacant and is temporarily occupied by employees acting out of title for

more than one hundred eighty (180) days. When the City permanently fills a position that has been temporarily occupied by employee(s) acting out of title, the Department of Human Resources and appointing authority shall give due consideration to the employee(s) who occupied the position in an acting out of title capacity.

Whenever an employee is assigned to perform the duties and responsibilities of a higher classification for a period in excess of ten (10) consecutive working days, he shall be paid the higher rate for such services commencing on the eleventh working day, in accordance with the rules and regulations as set forth in the Administrative Manual. No employee shall be required to perform or shall receive compensation for out-of-title work for more than ninety (90) days.

The Labor Commissioner shall, as the Employer's representative, study out-of-title practices. The Union shall be given the right to actively participate and shall share in the information to be examined. The purpose shall be to determine (on a case by case basis) whether the out-of-title practice is inappropriately administered either by labor or management and, if so, to make effective recommendations to deal with any abuses.

ARTICLE 30

CHANGES IN AGENCY

A. Operational Changes

In the event that the Human Services Division is merged with another City Agency, or its operations are transferred to another City agency or terminated, the Employer and the Union, AFSCME, Local 2202 shall discuss such changes prior to their implementation and attempt to resolve all questions concerning the effect of such changes on employees covered by this Memorandum. Every attempt shall be made to allow employees to continue the benefits enjoyed under this Memorandum.

B. Notification Prior To Transfer

Employees will receive two (2) weeks notification before they are transferred from one center to another.

C. Consultation Required

The City will consult with the Union whenever positions are to be transferred outside of the unit.

ARTICLE 31

VACANCIES

Vacancies within the Human Services Division will be filled by individuals who qualify through the Department of Human Resources' classified service examinations. The examinations will be promotional.

ARTICLE 32
MISCELLANEOUS PROVISIONS

A. Payroll Errors

If the City Payroll Department or the employee's department makes a mistake on an employee's pay, it shall be rectified and payment shall be made as soon as possible following verification by the City Payroll Department.

B. Deferred Compensation Plan

The Employer shall assume the administrative cost for those employees who participate in the Deferred Compensation Plan.

C. Third Person Pronoun

The Employer and the Union agree that in all instances in this Memorandum of Understanding in which the masculine form of the third person pronoun is used, such pronoun shall refer to both male and female employees.

D. Labor-Management Committee

A Labor-Management Committee will be established comprised of the following representation: (3) from labor and (3) from management. The established committee will meet on a bi-monthly basis or as needed.

ARTICLE 33
TERMINATION, CHANGE OR AMENDMENT

This Memorandum of Understanding shall become effective on July 1, 2005, and remain in full force and effect until June 30, 2008, unless otherwise stated herein. It shall automatically be renewed from year to year thereafter unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Memorandum of Understanding. Such notice shall be given the other party in writing by registered mail no later than January 1 of the year involved.

Signed on this _____ day of _____, 2005 in Baltimore, Maryland

**MAYOR AND CITY COUNCIL OF
BALTIMORE:**

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 67 & LOCAL 2202:**

Sean R. Malone

Peggy A. Peacock

Deborah F. Moore-Carter

Glenard S. Middleton, Sr.

Momoh A. Conteh

Audrey D. Boyce

Gladys B. Gaskins

Barbara Brown

Larissa A. Parrish

Eleanor Hubbard

NOTED BY THE BOARD OF ESTIMATES:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Gary Gilkey
Associate Solicitor

Clerk

Date

ADDENDUM A
HEALTH & WELFARE BENEFITS

Employees covered by this Memorandum are eligible for benefits under the CareFirst Blue Cross Blue Shield Preferred Provider Network (PPN), Traditional Plan (if eligible) or under one of the HMO's offered by the Employer. The benefits under the aforementioned plans are set forth in the Summary Plan Descriptions for those plans.

For information purposes, the parties have set forth below various benefits provided under the CareFirst Cross Blue Shield Plans including certain benefits which have been agreed upon during the negotiations for this Memorandum.

A. PPN Plan

- | | | |
|-----|---|--|
| 1. | Major Medical - 80% Employer coverage, after \$200 deductible
Private-Duty Nursing
Medical Supplies
Ambulance Services
Whole Blood
Orthopedic and Prosthetic Devices | |
| 2. | Hospital inpatient medical days | 365 days at 100% |
| 3. | Routine physicals
(one every three years) | 100% of allowed benefit
\$10 per office visit |
| 4. | Routine OB/GYN Exam
(one per year) | 100% of allowed benefit
\$15 per office visit |
| 5. | Office Medical Visit | \$10 per office visit |
| 6. | Specialist office Visit | \$15 per office visit |
| 7. | Well Child care through age 6
Included immunizations and vaccines | \$10 per office visit |
| 8. | One annual physical ages 7-12 | \$75 maximum
\$10 per office visit |
| 9. | Out-of-Network Care | 70% coverage after deductible |
| 10. | In-vitro fertilization | Limit of \$12,000 |

- | | | |
|-----|---|---|
| 11. | Physical, speech and occupational Therapy (out patient/office)
Pre-authorization required after 10 th visit | 100 combined visits per year |
| 12. | Emergency room charges due to Medical Emergency | 100% of allowed benefit
\$25 per visit |
| 13. | Diabetic medical supplies | 100% of allowed benefit |
| 14. | Diagnostic test, x-rays, laboratory tests | 100% of allowed benefits |

B. Traditional Plan

1. See summary plan description

C. Prescription Drug Program

1. The parties shall continue to administer a generic prescription drug program. Employees and their dependents shall as a general rule be expected to have prescriptions filled with generic equivalents when proprietary drugs are ordered. However, if medically necessary, an employee or dependent may apply for permission to purchase a proprietary drug by name even though a generic equivalent may be available on the market. If an employee or dependent secures prior permission to purchase a proprietary drug in lieu of a generic drug, the employee shall be subject only to a co-pay at the rate of a generic drug. In order to qualify for permission, the employee must first submit satisfactory written medical documentation for review to the Employee Benefits Division of the Department of Human Resources. After impartial review by a qualified health care professional, Employee Benefits Division shall either grant, deny or ask for additional information about the application. Employees or beneficiaries who are approved shall be expected to purchase the approved proprietary drug from a participating pharmacist, and to initially pay the cost of the drug out-of-pocket. All covered out-of-pocket expenses shall thereafter be reimbursed by the City.

2. The Employer shall continue the Prescription Drug Plan in effect as of the date of this Memorandum with the following co-pays.

(a) The co-pays set by the Employer effective January 1, 2004, for a thirty (30) day retail prescription shall be three-tiered, that is, in three different classifications: \$10.00 for a generic drug; \$20.00 for a preferred brand name drug; and \$30.00 for a non-preferred drug. The co-pays set by the Employer effective January 1, 2004 for a ninety (90) day mail order prescription shall be three-tiered, that is, in three different classifications: \$15.00 for a generic drug; \$25.00 for a preferred brand drug; and \$35.00 for non-preferred drug.

(b) On or before October 1, 2003, the employee shall provide to the Union a schedule of the drugs classified as generic, brand name and non-preferred. The Employer shall not be arbitrary in its assignment of a drug to one co-pay classification as opposed to another.

**ADDENDUM B
SALARY SCHEDULE**

Effective - 01/01/2005

Local 2202

<u>Grade</u>	<u>Hiring Level</u>	<u>Full Performance Level</u>	<u>Experienced Level</u>	<u>L1-4*</u>
550	30,877	31,983	35,260	882
551	31,983	33,142	36,654	916
552	33,142	34,357	38,150	954
553	34,357	35,632	39,724	993
554	35,632	37,001	41,385	1,035

**ADDENDUM B
SALARY SCHEDULE**

Effective -
01/01/2006

Local 2202

Grade	Hiring level	Full Performance level	Experienced level	L1-5*
550	31,186	32,303	35,613	890
551	32,303	33,473	37,021	926
552	33,473	34,701	38,532	963
553	34,701	35,988	40,121	1003
554	35,988	37,371	41,799	1,045

**ADDENDUM B
SALARY SCHEDULE**

Effective -
07/01/2006

Local 2202

Grade	Hiring level	Full Performance Level	Experienced level	L1-5*
550	32,122	33,272	36,681	917
551	33,272	34,477	38,132	953
552	34,477	35,742	39,688	992
553	35,742	37,068	41,325	1033
554	37,068	38,492	43,053	1,076

ADDENDUM B SALARY SCHEDULE

Effective -
01/01/2007

Local 2202

Grade	Hiring level	Full Performance Level	Experienced level	L1-5*
550	32,443	33,605	37,048	1111
551	33,605	34,822	38,513	1155
552	34,822	36,099	40,085	1203
553	36,099	37,439	41,738	1252
554	37,439	38,877	43,484	1,305

ADDENDUM B SALARY SCHEDULE

Effective -
07/01/2007

Local 2202

Grade	Hiring level	Full Performance level	Experienced level	L1-5*
550	33,416	34,613	38,159	1145
551	34,613	35,867	39,668	1190
552	35,867	37,182	41,288	1239
553	37,182	38,562	42,990	1290
554	38,562	40,043	44,789	1,344

**ADDENDUM B
SALARY
SCHEDULE**

Effective -
01/01/2008

Local 2202

Grade	Hiring level	Full Performance Level	Experienced level	L1-5*
550	33,750	34,959	38,541	1156
551	34,959	36,226	40,065	1202
552	36,226	37,554	41,701	1251
553	37,554	38,948	43,420	1303
554	38,948	40,443	45,237	1,357

ADDENDUM C
CIVIL SERVICE APPEALS AND HEARINGS

Peggy Peacock, President
AFSCME Local 2202
Human Service Workers
4012 Spruce Drive
Baltimore, Maryland 21215

July 21, 2005

Re: *Civil Service Appeals and Hearings*

Dear Ms. Peacock:

Pursuant to Article 12, Section 2-2 (c) of the Baltimore City Code, within fourteen days after the notation of this Memorandum of Understanding before the Board of Estimates, I, in my capacity as the Labor Commissioner of the City of Baltimore, shall make the following recommendations, in writing, with respect to revisions of the Civil Service Rules regarding Civil Service appeals and hearings:

- Copies of all recommended findings of fact and conclusions of law of the Hearing Officer of the Civil Service Commission shall be released to the parties to every Civil Service appeal upon the conclusion of the hearing and prior to review by the Chief Hearing Officer and/or the Civil Service Commissioners issue their written determination.
- The parties shall have the right to file exceptions (and written statements in opposition to exceptions) to the recommendations of the Hearing Officer(s) and/or recommendation before those recommendations are forwarded to and acted upon by the Civil Service Commissioners.
- The Civil Service Commissioners must grant oral argument on exceptions filed before the rule and issue a final decision on the termination of any employee.

Please accept this Side Letter as compliance with our understanding.

Sincerely,

Sean R. Malone
Labor Commissioner

SRM/DFMC/lwmcn/AFSCMECIVILSERVICESDLTR

Accepted for the AFSCME Local 2202:

Peggy Peacock. President

cc: Deborah F. Moore-Carter